Bangalore Electricity Supply Company Limited

BESCOM

(Government of Karnataka Undertaking)

CIN –U04010KA2002SGC030438

GENERAL CONDITIONS OF CONTRACT

Enquiry No: BESCOM/2023-24/SE0088/CALL-2

VOLUME-I

Section-III

“Engaging a Public Relation Agency (PRA) for the Common Media and Social Media activities of the entire Energy Sector for the effective Publicity & public interaction with Energy Sector”

ISSUED BY

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GENERAL TERMS AND CONDITIONS OF CONTRACT

The General Manager (Customer Relations), BESCOM, Bengaluru on behalf of owner (Energy Department or organizations of energy department such as Energy Department/KPTCL/BESCOM/CESC/MESCOM/GESCOM /HESCOM/ KPCL/PCKL /MEI/Kavika) invites tender for "Engaging a Public Relation Agency(PRA) for the Common Media and Social Media activities of the entire energy sector for the effective Publicity & public interaction with Energy Sector"

Name of the work:

"**Engaging a Public Relation Agency(PRA) for the Common Media and Social Media activities of the entire energy sector for the effective Publicity & public interaction with Energy Sector**".

1.0 Scope of work:

The Scope of work covers as per clause-1.0 Volume-I Section – II of ITB

2.0 Qualifying Requirements:

As per the clause No. 13.0 in Volume-I, Section –I of IFB.

3.0 Bid security & Forfeiture of bid security Details:

As per clause 6.0 Volume-I, Section –II of ITB.

4.0 Mode of Tender: As per clause 8.0 of Volume-I, Section –II of ITB

5.0 Bid opening and evaluation:

As per clause 11.0 & 12.0 of Volume-I, Section –II of ITB

6.0 Contract Performance Guarantee:

As per clause 15.0 of Volume-I, Section –II of ITB

7.0 Price and Price variation:

No price variation is allowed and the prices are fixed throughout the contract period/extended period of contract.

8.0 Taxes & Duties:

All prices quoted shall be inclusive of all applicable taxes, tax break up shall be provided in the e-portal.

- If there is any enhancement in the statutory taxes like GST etc., due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.
- If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM. Further, if any new taxes introduced by the Central/State Government during the contract period same will be paid by the BESCOM.
- No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained

during the extended period of contract if the extension is required by causes attributable to the Contractor.

- Income tax and other statutory deductions of the state & Central Govt., as applicable from time to time shall be deducted from the Contractor's bills & directly remitted to concerned Department by the BESCOM. The Entry tax portion has to be borne by the Contactor and the same will not be reimbursed by BESCOM.
- The Contractor shall be liable and pay all non-Indian taxes, GST, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.
- If any variations of GST in future either decrease nor increase agency should furnish documentary evidence for which materials/equipments buy in earlier for reimbursement of payable.

9.0 Agreement:

The successful bidder shall execute an agreement within **20 days** from the date of issue of LOI

10.0 Payment: As per clause 3.0 of Volume-I, Section –II of ITB

11.0 Deliverables: As per clause 2.0 of Volume-I, Section –II of ITB

12.0 Infrastructure required: As per clause 16.0 of Volume-I, Section –II of ITB

13.0 Man Power Deployment: As per clause 17.0 of Volume-I, Section –II of ITB

14.0 Termination of Contract:

The owner may terminate the Contract if:

a) The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, within fifteen (15) days of receipt of notice of default or within such further period as the owner may have subsequently granted in writing:
b) The Agency becomes insolvent or bankrupt
c) If the Agency fails to comply decisions / mandate of the owner.
d) Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading; or
e) If the acts of Agency are found to be unethical by owner.
f) If any of the conditions/provisions of the non-disclosure agreement is violated/deviated.
g) If the performance of the agency is found not satisfactory, at any time during the contract period, BESCOM reserves right to terminate the Contract.

The Agency may also terminate the Contract for Default if the Owner is in material breach of its obligations pursuant to the Agreement and has not remedied the same within thirty (30) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the Owner of the Agency's notice specifying such breach.

In the event of termination for default, the party at default shall be liable to pay damages to the party not at fault. In addition, Owner shall forfeit the Performance Security.

15.0 Termination without Default:

15.1 Owner shall be at liberty to terminate the Agreement without assigning any reason by giving 30 days written notice to the other party.

15.2 Owner reserves right to terminate the contract either in part or full, as decided by the respective organization covered under energy department without assigning any reasons and in such situations no compensation will not be paid by the owner for having terminated the contract. If the contract is terminated in part or if any of the organizations under the energy department exit from the contract, the awarded value will be proportionately reduced to that extent as decided by the owner.

16.0 Penalty for Delay: As per clause 4.0 of Volume-I, Section –II of ITB

17.0 Discretionary Powers

Owner, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- consult with any Agency in order to receive clarification or further information;
- retain any information and/or evidence submitted to organizations under energy sector by, on behalf of and/or in relation to any Agency; and/or
- Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Agency.

18.0 Indemnity

It shall be deemed that by submitting the Proposal, the Agency agrees and releases Owner, its employees, Agency and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

19.0 Confidentiality

All documents and other information supplied by Owner or submitted by an Agency shall remain or become, as the case may be, the property of Owner. Agencies are required to treat all such documents

and information as strictly confidential. Owner reserves the right to make inquiries with any of the clients listed by the Agencies in their previous experience record. The Agency may retain such portion of the Confidential information that is required for compliance with its statutory, regulatory or professional conduct obligations.

20.0 Period of Contract

The Contract Period is for a period of 3 years.

21.0 Commencement of Work

The entire project team shall commence the work within 15 days from the issue of letter of intent to award the contract.

22.0 Availability of Project Team

The entire team including Team leader, PR Experts, Social media analyst, Kannada language expert, designer, content creator, video editor & photographer which looks after the media and social media activities, including Creative, Public Relations, and Social Media, is expected to attend the weekly, fortnightly, or monthly review meetings and also as and when conducted by the organizations coming under the energy sector and meeting shall be attended at their own cost.

The team leader, PR experts, kannada language expert, social media analyst, designer, content creator, video editor and photographer required for the media and social media activities including Creative, Public Relations, Social Media, and thought leadership are required to be based at the owner’s offices organizations located at various places at all times throughout the contract period.

23.0 Replacement of the personnel

Change of personnel shall not be permitted during the contract period. The owner may on specific application allow the Agencies to replace the personnel deployed with prior notice of at least 15 (fifteen) days. It may be noted that owner may require the Agency to replace any of the personnel deployed by said Agency prior to relieving the personnel. The Agency shall then have to propose 3 (three) names for replacement duly furnishing the qualifications and experience of the said personnel meeting the criterion in this document. The said qualifications and experience shall be as provided at the time of submission of RFP. Owner will have the option of choosing from amongst them after due interaction, if considered necessary by owner and at the cost of the Agency. The personnel shall be only relieved after due knowledge transfer to the new personnel with an overlap period of 1 week.

24.0 Language of the bid:

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder shall be in the English/Kannada language. Failure to comply with this will disqualify the bid.

25.0 Force Majeure

The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default in so far so such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract. In the event of a Force Majeure event, the parties shall take the following measures:

a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances by acts of God and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents' employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

26.0 Performance Reviews

Owner shall review any or all the Key Personnel of the Agency, any or all of the documents, and advice forming part of the contract, in meetings and conferences which will be held on a quarterly basis. The Team leader and/or respective personnel shall be available as required by Owner and make formal presentations to Owner on the work done. They shall be available for periodic/regular review, as required by Owner.

27.0 Preliminary Examination

27.1 BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all the necessary documents

have been properly uploaded, and whether the bids are generally in order.

27.2 BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

28.0 Deviation in terms of payment:

28.1 No deviation in the clauses of the terms of the payment shall be accepted. Bids offered with different terms of payment are liable for rejection.

28.2 The items of work mentioned in the Schedule of Prices are only indicative and will be considered for evaluation purpose. In case any item of work is not quoted by the Bidder and the same is essentially required to be done for satisfactory performance of the Work, then the same shall be done by the Bidder at no extra cost to the owner.

29.0 Acceptable Dispute/legal Redressal Mechanism:

29.1 In case of any dispute arising out the contract, the same shall normally be settled amicably through meeting between the BESCOM and the vendor at the appropriate level. The decision of the MD, BESCOM is final.

29.2 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

29.3 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

29.4 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the clause 27.7

29.5 The disputes arising out of the contract shall be exclusively within the jurisdiction of Bengaluru Court only.

29.6 The Bidder should not have any court cases/ legal disputes with BESCOM.

29.7 Arbitration (Clause 24)

29.7.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list approved list)

(b) Arbitration proceedings shall be held at Bengaluru, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

30.0 Non Disclosure Agreement:

i. You shall execute a Non – Disclosure Agreement (NDA) with Energy Department/Organizations of Energy Department in the prescribed format to protect the confidentiality / privacy of the data.

ii. You shall not disclose / redistribute / resale any confidential information received from Energy Department/Organizations of Energy Department to any third parties.

iii. You shall immediately return all the confidential information provided by Energy Department/Organizations of Energy Department (hereunder all notes, summaries, memoranda, drawings, manuals, records, excerpts or media/social media information such as videos/audios/photos/jingles etc., or derivative information deriving there from and all other documents that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture based on) in whatever form of storage or retrieval upon the completion or termination of the contract.

iv. You shall not publish any article or whatsoever in any form on the data or work carried out without prior consent from Energy Department/Organizations of Energy Department.

31.0 Grafts and Commissions etc:

Any Graft, Commission, Gift or advantage given, promised or Offered by or on behalf of' the Contractor or his Partner, Agent, Officers, Director, Employee or Servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the BESCOM, shall in addition to any Criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to Payment of any loss or Damage to the BESCOM resulting from any cancellation. The BESCOM shall then be entitled to deduct the amount so payable from any money otherwise due to Contractor, under the Contract

32.0 Insurance:

It will be the responsibility of the PR Agency to maintain all necessary Insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract and statutory requirements applicable in India.

33.0 Right To Accept Any Bid And To Reject Any Or All Bids:

BESCOM reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM’s action.

34.0 No Commitment To Accept Lowest Or Any Tender:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to

reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

Sd/-

General Manager (Elec.),
Customer Relations, BESCOM